

EXHIBIT B

**HEALTH-MICHIGAN d/b/a MERCY HEALTH SAINT MARY'S
AGREEMENT FOR RESIDENCY APPOINTMENT**

THIS AGREEMENT FOR RESIDENCY APPOINTMENT ("Agreement") made this 11th day of September 2019 ("Effective Date"), by and between **HOUSE OFFICER,** hereinafter ("Resident") and Trinity Health-Michigan, a Michigan nonprofit corporation d/b/a Mercy Health Saint Mary's, located at 200 Jefferson Ave., Grand Rapids, Michigan 49503, hereinafter ("Hospital"). Resident and Hospital are individually referred to herein as a "Party" and sometimes collectively referred to hereinafter as the "Parties."

Appointment: PGY-2 in the _____ program.

Term: Commencing on September 11, 2019 and continuing until September 10, 2020 ("Term").

Compensation: at \$56,576 annually, as PGY-2.

RECITALS:

WHEREAS, Resident has satisfied the qualifications required herein and desires to complete his/her educational requirements to achieve Board Certification in his/her chosen medical field at Hospital;

WHEREAS, Hospital desires to appoint Resident, based upon the contents of Resident's application and interviews conducted, for a one-year employment term for the purpose of training Resident at Hospital and designated locations currently affiliated with Hospital for educational purposes during the Term; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, including these Recitals (which are incorporated herein), and other good and valuable consideration, the Parties agree as follows:

SECTION 1

Resident's Responsibilities

Pursuant to this Agreement, Resident shall perform the duties and responsibilities required as defined hereunder and competently perform such other services as may be required of residents in the training program at his or her level of training. Resident understands and agrees that, the services Resident is required to perform and the duties and responsibilities hereunder, including Resident's hours of duty, shall be determined from time to time by the Program Director and/or the Chief of the Department to whom Resident is assigned. Resident acknowledges that Resident is not a member of the Medical Staff of the Hospital. Resident shall:

- 1.1 Develop, with program guidance, a personal program of self-study and professional growth with guidance from the teaching staff;
- 1.2 Participate in safe, effective and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility;
- 1.3 Participate fully in the educational activities of the program and, as required, assume responsibility for teaching and supervising other residents and students;
- 1.4 Adhere to the established Hospital practices, procedures, and policies, including those of the Hospital Graduate Medical Education ("GME") office and Individual residency programs, as they exist and are amended from time to time; including , but not limited to the policies and procedures related to the Electronic Health Record ("EHR"), employee work-related injury/illness and body fluid exposure, confidentiality of information, standards of conduct, sexual harassment/discrimination, resident/physician impairment and accommodation for disabilities. Resident acknowledges that it is the policy of Hospital to maintain a working environment free of unlawful sex discrimination or objectionable and disrespectful conduct and/or communication of a sexual nature which is imposed by one on another and which adversely affects the employment relationship or working environment;

1.5 Participate in Hospital and medical staff committees and meetings as requested, especially those that relate to education and patient care review activities;

1.6 Consider both quality and economical use of resources in the provisions of patient care;

1.7 Not engage in outside activities, which interfere with performance by Resident in the education process as described in this Agreement. Resident may not practice medicine outside the scope of this Agreement without the prior written consent of the Program Director, whose consent maybe exercised at Program Director's sole discretion. Resident acknowledges that such outside services (e.g. moonlighting) must be performed in compliance with the GME Moonlighting Policy, on Resident's own time, and shall not interfere with Resident's rendering of services hereunder. If approved, moonlighting Resident shall ensure that the applicable third party, for whom Resident is moonlighting, indemnify and hold harmless Hospital, its affiliates and subsidiaries, and their officers, directors, employees and agents including, but not limited to, all hospitals to which Resident is assigned during Residency training, from any and all losses and expenses resulting from or caused by such moonlighting or outside activities. Resident acknowledges that moonlighting activities shall be considered outside of the scope of the Hospital's employment of Resident and the Hospital's insurance program, including malpractice/professional liability insurance, shall not cover Resident for professional liability and activities related to services provided outside the scope of this Agreement. In the event that such outside services interferes with Resident's rendering of services hereunder, as determined by the Program Director in his/her sole discretion, the Resident will be required to curtail or discontinue such outside services;

1.8 Assume responsibility for other voluntary assignment opportunities through special program agreements. These activities shall not interfere with the performance of routine Resident obligations;

1.9 Submit confidential, written evaluations of teaching staff and Resident's educational experiences to the Program Director or his/her designee, at least annually;

1.10 In accordance with the requirements of The Joint Commission, the Michigan Department of Community Health and other applicable governmental regulating agencies, complete and submit medical records within seven (7) days. Failure to comply with requirements for completion of records may be cause for disciplinary action, including, but not be limited to, suspension (without pay) and/or termination of this Agreement. Days off due to suspension will be added to Resident's education year. Any Michigan Peer Review Organization correspondence addressed to Resident shall be submitted to the Director of Health Information Services (Medical Records Department) for appropriate processing;

1.11 Maintain all necessary licenses, certificates, and other authorizations to provide services as contemplated herein. Resident shall hold and continuously maintain current Michigan Medical and Controlled Substance Licenses, without restriction, and valid employment eligibility documentation during appointment. Lack or loss of licensure, restriction, limitation or eligibility, at Hospital's option, may subject Resident to termination of this Agreement or to function only as an observer without privileges until such time as such licensure or employment eligibility documentation is received. Resident agrees to provide copies of all licenses and employment documentation to the GME office prior to the first day of the Term;

1.12 Successfully complete Occupational Health Screening by promptly (a) a completing a physical and/or mental examination at any time upon the request of the Program Director to enable Hospital to make a determination of the health status of Resident, and to make available to Hospital the results of such examination and (b) undertaking any immunization program requested by Hospital;

1.13 Maintain ACLS Certification and, if a Resident in General Surgery, ATLS Certification;

1.14 Satisfy the qualifications required in Exhibit A as a condition precedent to this Agreement;

1.15 Pay all financial obligations owed to Hospital prior to termination of this Agreement, unless otherwise approved in writing by an authorized executive of Hospital;

1.16 Maintain good moral conduct and professional behavior at all times;

1.17 Keep all protected health information of patients strictly confidential in accordance with state and federal law; and

1.18 Satisfactorily complete the new hire process required by Hospital, including a background check and completion of Hospital's Workforce Confidentiality Agreement prior to the first day of the Term.

1.19 Provide professional medical services to all patients without regard to such patients' ability to pay status, race, creed, national origin, sex, sexual orientation, age or disability, and in accordance with all applicable federal, state and local laws, rules and regulations and The Ethical and Religious Directives for Catholic Health Care Services, as approved by the United States Conference of Catholic Bishops ("ERD").

1.20 Resident shall perform all services in compliance with all applicable federal, state and local laws, rules, regulations, standards of medical practice and professional ethics, as well as standards of all pertinent accrediting and credentialing agencies, including, without limitation, applicable State agencies, The Joint Commission or other accreditation agencies and the Trinity Health, MHSM and the Medical Group's policies and procedures.

1.21 Resident shall immediately notify Hospital upon learning (a) of an audit or other investigation of Resident by any governmental enforcement agency; (b) conviction of any crime that would affect that Resident's licensure, practice of medicine or prevent Resident from participation in any health care program, or (c) Resident has been debarred, excluded or otherwise becomes ineligible for participation in any government health care program; (d) of any complaints filed against Resident providing services with any government health care program, or third party payor or State disciplinary authority; or (e) of any complaints filed against any Resident in a civil or administrative action related to Resident's employment.

SECTION 2

Hospital Responsibilities

2.1 The Hospital shall have overall responsibility for the administration and operation of the residency program. Hospital shall provide an appropriate educational program that allows Resident to meet all of the educational requirements, as set forth by the Accreditation Council for Graduate Medical Education ("ACGME") for certification by a specialty board recognized by the appropriate American Board of Medical Specialties. Hospital shall provide the personnel reasonably necessary for Hospital's administration of the residency program as determined in Hospital's sole discretion.

SECTION 3

Term and Termination

3.1 Term. This Agreement is specific to the Term specified on Page (1) one, unless earlier terminated in accordance with the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement or in any policy manual or other writing, this Agreement may be renewed upon the mutual consent of Resident and Hospital, as reflected in a writing executed by the parties, and only after Hospital, in its sole discretion, has determined that Resident has satisfactorily fulfilled his or her duties and obligations hereunder. Resident shall have no expectation that this Agreement shall be renewed beyond this Term.

3.2 Termination. This Agreement shall be terminated, in writing, as follows:

- a. By mutual written agreement of the parties.
- b. By Hospital for cause, in the event that Resident fails or refuses to perform any of his/her duties and responsibilities under this Agreement .
- c. Immediately and automatically if Resident fails to meet or maintain the qualifications in Exhibit A; Resident fails to notify Hospital of the commencement of any investigation or other proceeding that may result in the suspension, revocation, restriction or other limitation of Resident's license to practice medicine or to prescribe narcotics and controlled substances; Resident's exclusion from the Medicare or Medicaid

program; or any indictment or formal criminal charge, conviction of Resident of a felony that carries with it a possible sentence or jail term, incarceration or imprisonment; or behavior by Resident.

d. By Resident, in the event of incapacitating illness and by giving written notice of such termination due to illness to Hospital and the Program Director.

e. By Hospital upon notification by Trinity Health of Resident's uninsurability, by Trinity Health insurance.

f. By Hospital upon notification to Resident of Hospital's intent to terminate Hospital's graduate medical education program.

g. Agreement shall immediately terminate upon Resident's death, loss of licensure or exclusion from participation in Medicare or the ability to participate in governmental contracts.

3.3 Non-renewal of an Appointment. Hospital will communicate to Resident the conditions for reappointment and promotion to a subsequent PGY level. Hospital will provide Resident with reasonable advance written notice of intent not to renew Resident's appointment and/or when Resident will not be promoted to the next level of training.

3.4 Satisfactory Performance by Resident. Employment during the term of this Agreement is expressly conditional upon satisfactory performance by Resident in a competent and courteous manner in strict accordance with the professional and ethical standards for the medical profession and the policies and procedures of Hospital during the entire Term of the Agreement.

3.5 Grievance and Due Process Procedure. A grievance and due process procedure is available to Resident for adjudication of (a) academic or other disciplinary actions which could result in dismissal, appointment non-renewal or other actions that could significantly threaten a resident's status or (b) Resident complaints and grievances related to work environment or issues related to the program or faculty. A current copy of the Graduate Medical Education ("GME") Appeal policy is available from the GME office.

Resident acknowledges that he or she has no rights to participate in employment grievance procedures generally available to non-Resident employees. Resident is not entitled to the due process rights of the bylaws of the Medical Staff of the Hospital or to the grievance procedures of the Hospital's personnel policies, rules and regulations, as from time to time amended. Resident will be entitled to discuss any differences, dissatisfactions or grievances that may exist in accordance with Hospital's Grievance Procedure policy, as amended from time to time.

SECTION 4 **Benefits and Conditions of Employment**

4.1 Vacation. All Residents are provided four (4) weeks of paid vacation for the duration of the Term. Any vacation days may be utilized in a manner consistent with the then current GME Time Off policy, which will be provided to Resident or upon request at GME office. The Program Director will be responsible to track compliance with American Board of Medical Specialties (ABMS) requirements for allowable time off from the programs.

4.2 Insurance. Hospital shall provide the following coverage, subject to the requirements of the Hospital's corporate insurance program:

4.2.1 Professional Liability Insurance. Professional liability coverage, as defined by Trinity Health, shall provide coverage for Resident for any valid Hospital-sponsored activity provided by Resident pursuant to this Agreement and within the scope of the education program. Specific detail for the current Trinity Health professional liability coverage for Residents is available upon request from the Hospital Risk Management office. The insurance program does not provide coverage for any moonlighting or activities provided outside the scope of the Resident's program.

4.2.2 Employee Benefits. Residents are eligible to participate in the current standard benefit program as made available by Trinity Health, to employees of Hospital, in accordance with Trinity Health policies, as may be revised by Trinity Health, from time to time and Resident shall be provided more detailed information at any time upon request. Residents are eligible to utilize the Employee Assistance Program (EAP) provided by Hospital. EAP provides 24 hour confidential counseling, psychological support and referral services. Medical support services are provided 24 hours a day within both the Emergency Department and Employee Health Services.

4.3 Leave of Absence. Residents requiring a leave of absence (medical, family, personal, paid or unpaid) will handle arrangements on an individual basis with their respective Program Director pursuant to Hospital policies. Resident acknowledges that any leave of absence may affect Resident's ability to satisfy the criteria for completion of the residency program. Resident is responsible to review the applicable policies and obtain additional guidance regarding potential impact.

4.4 Workers' Compensation. Workers' Compensation benefits are provided by Hospital in accordance with state requirements.

4.5 Laundry Services. Hospital provides laundry services for white coats.

4.6 Living Quarters. Living quarters are not provided, however, on-call rooms are available for overnight accommodations when Resident is on-call.

4.7 Meals. Residents are provided access to meals while on duty in the Hospital.

4.8 Mileage/Travel. Residents will not be eligible for mileage/travel reimbursement unless submissions are for mileage/travel reimbursement as established in Hospital's policy on Travel and Expense Reporting.

4.9 Duty Hours. Resident duty hours and on-call schedules will conform to the ACGME requirements. All Residents are expected to be rested and alert during duty hours. Program faculty will determine whether a Resident is able to perform duties.

4.10 OSHA and CDC Recommendations. Resident shall at all times comply with OSHA and CDC recommendations regarding direct contact with a patient's blood or other body substances and the use of protective equipment and Hospital infection control and immunization policies.

4.11 Foreign Citizens. Resident understands and agrees that as a condition of employment, non-U.S. citizens shall obtain and maintain the appropriate work authorization to remain and work in the United States and provide verification to Hospital's Human Resource office. Residents holding J1 Exchange Visitor visas must continuously meet and maintain the Education Commission for Foreign Medical Graduates ("ECFMG") Eligibility and Basic Requirements of the J-1 Exchange Visitor Program. Failure to meet all requirements necessary to remain and work in the United States shall result in termination of the Agreement.

4.12 Impaired Resident. A Resident deemed impaired by the Program Director, may be immediately dismissed from the program or options other than dismissal may be offered, at the Program Director's sole discretion. An Impaired Resident is one who is unable to practice medicine with reasonable skill and safety to patients because of physical or mental illness, including deterioration through the aging process or loss of motor skills or excessive use or abuse of drugs, including alcohol. By signing this Agreement, Resident represents to Hospital that he/she is not now impaired and does not abuse alcohol or other drugs. Further, he/she agrees not to consume or be under the influence of alcohol while on duty or call for patient care delivery. Additionally, Resident shall comply with the Drug Free Workplace policy and shall take no medications or other substances, which adversely affect their ability to safely and effectively perform their duties while on duty or call for patient care delivery.

SECTION 5

Miscellaneous

5.1 Notice of Claims. Resident and Hospital shall promptly notify each other of any knowledge regarding any occurrence, which may result in a claim against either of them. Each party will immediately notify the other in the event any formal suit is instituted. Furthermore, each party will cooperate with each other whenever any claim is filed against either of them with respect to the services rendered on behalf of the Hospital pursuant to this Agreement. Each Party shall have the duty to reasonably notify each other prior to settling any claim.

5.2 Confidential and Proprietary Information of Hospital.

5.2.1 Resident acknowledges and agrees that, in the course of performing under this Agreement, Resident will have access to existing, and will regularly acquire, data and information, which is confidential and proprietary to Trinity Health and/or Hospital ("Confidential Information"). Resident agrees and acknowledges that Trinity Health and Hospital are the owners of all Confidential Information. During the term of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, Resident shall hold all Confidential Information in confidence and not discuss, communicate or transmit to others, or make any unauthorized copy or use Confidential Information. Resident shall take all reasonable action necessary and appropriate to prevent the unauthorized use or disclosure of the Confidential Information. Upon termination or expiration of this Agreement, or upon demand, whichever is earliest, Resident shall return any and all Confidential Information of Trinity Health or Hospital (including any copies or reproductions thereof).

5.2.2 Unless otherwise agreed to in writing by an authorized Hospital executive, with respect to any work, processes, proprietary information, patent or invention arising from or relating to the business of Hospital which is created, conceived, reduced to practice or developed in the performance of services pursuant to this Agreement, Resident agrees that it is a work for hire and that Hospital owns all rights to the work. Resident shall take all measures necessary to protect Hospital's rights in the intellectual property. Work for hire includes, without limitation per Hospital policy, copyrighted works, such as, software programs, instructional manuals, diagrams, logs, databases, spreadsheets, patents, drawings, technical specifications, artwork, and patentable subject matter.

5.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between Resident and Hospital with respect to this subject matter. This Agreement may not be modified or amended other than by an agreement in writing signed by both Parties.

5.4 Assignment. This Agreement may not be assigned by Resident.

5.5 Limited Enforcement. Except as expressly provided herein, this Agreement shall be enforceable only by Resident and Hospital, and its successors in interest by virtue of an assignment, which is not prohibited under the terms of this Agreement.

5.6 Waiver. One or more waivers of any term, covenant, conditions or provision of this Agreement by any of the parties hereto shall not be construed as a waiver of a subsequent breach or of other terms, covenants, conditions or provisions. No breach of any such term, covenant, condition or provision shall be deemed to have been waived by Hospital unless such waiver be in writing signed by an authorized executive of Hospital. Failure by Hospital to enforce any provision does not constitute a waiver.

5.7 Governing Law and Venue. The rights and obligations of the Parties under this Agreement shall be governed in all respects by the laws of the State of Michigan, excluding conflicts of law provisions. The Parties expressly consent to the exclusive jurisdiction of the applicable courts located in Kent County, Michigan for any dispute concerning this Agreement and agree not to commence any such proceedings except in such courts. The Parties hereby waive all defenses of lack of personal jurisdiction and forum non conveniens related thereto.

5.8 Notices. Any notice, offer, demand or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the Party to whom the same is directed, or if sent by registered or certified mail, postage and charges prepaid, to the address of the respective Party. For notice to the Resident, notice shall be addressed to the last-known post office address on file with Hospital. Except as otherwise expressly provided

in this Agreement, any such notice shall be deemed to be given on the date personally served or three (3) days after deposit in a regularly maintained receptacle for United States mail.

5.9 Ethical and Religious Directives. Resident shall provide all services in a manner consistent with The Ethical and Religious Directives for Catholic Health Care Services, as approved by the United States Conference of Catholic Bishops and as may be amended from time to time.

5.10 Survival. The termination of this Agreement, whether for breach or otherwise, shall be without prejudice to any claims for damages or other rights against the other Party that preceded termination. Any provision of this Agreement which can reasonably be construed to survive the expiration or termination of this Agreement shall survive such expiration or termination and shall not relieve either Party of its obligations to observe, keep and perform those surviving provisions.

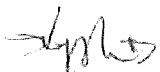
5.11 Board Approval. This Agreement shall be voidable by Hospital until it is approved by the Board of Trustees or its designee in accordance with Trinity Health and Hospital policy.

5.12 Counterparts. This Agreement may be executed by the exchange of faxed executed copies, certified electronic signatures or copies delivered by electronic mail in PDF or similar format, and any signature transmitted by those means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

By signing below, I also acknowledge that I agree to be bound by all the terms of this Agreement, GME policies and procedures as posted on New Innovations (web-based residency management software) as well as all Hospital and medical staff policies and procedures as posted on the Mercy Health West Michigan Intranet.

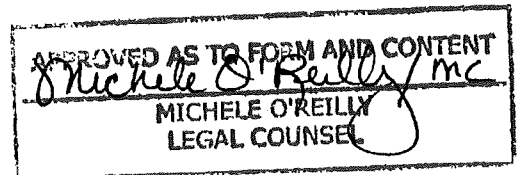
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

TRINITY HEALTH-MICHIGAN d/b/a MERCY HEALTH SAINT MARY'S



~~David Baumgartner, MD~~ Hyung Tai Kim, MD, MBA
~~Interim President~~

Date



RESIDENT:

Sign Name

Print Name

Date

04/24/2019

EXHIBIT A - RESIDENT/FELLOW ELIGIBILITY

Applicants shall possess one of the following qualifications to be eligible for appointment to Hospital residencies:

- A. Graduate of a medical school in the United States and Canada accredited by the Liaison Committee on Medical Education (LCME).
- B. Graduate of a college of osteopathic medicine in the United States accredited by the American Osteopathic Association (AOA).
- C. Graduate of a medical school outside the United States and Canada who meets one of the following qualifications: 1) has received a currently valid certificate from the Educational Commission for Foreign Medical Graduates prior to appointment; or 2) has a full and unrestricted license to practice medicine in a United States licensing jurisdiction in which he/she trains.

All required clinical education for entry into a Hospital ACGME-accredited fellowship programs must have completed an ACGME-accredited residency program, or an RCPSC-accredited or CFPC- accredited residency program located in Canada.

Positions are contingent on a satisfactory drug screen, background investigation and successful passage of United States Medical Licensing Exam ("USMLE") Step1 and Step 2 (CK and CS) or applicable Comprehensive Osteopathic Medical Licensing Examination of the United States ("COMLEX") exam.

All positions at the PGY-3 level and above must have also successfully passed USMLE Step 3 in accordance with GME Policy.